

**AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
CLAYCO, INC. d/b/a SKYLINE ELEVATORS
FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES
RFP 10-0822**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Clayco, Inc., a Florida corporation authorized to do business in the State of Florida, doing business as Skyline Elevators, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted Request for Proposal (RFP) #10-0822 for full elevator maintenance and repair services, portal to portal including trip charges, for all COUNTY elevator systems; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide full elevator maintenance and repair services, portal to portal including trip charges, for all COUNTY elevator systems, in conjunction with the COUNTY's needs.

2.2 The COUNTY's definition of a full maintenance and service repair contract, as embodied in this Agreement, is a contract that provides for the CONTRACTOR to take total responsibility

for the elevator equipment identified in the Agreement, thus enabling the COUNTY to budget total yearly costs and eliminate concerns relating to elevator maintenance, repair, liability, and exposure to claims in the event of accidents or injuries. The CONTRACTOR assumes all responsibility for services, maintenance, repair, and costs required to keep the elevator system operating safely and efficiently.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to perform elevator maintenance and repair services for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein as Exhibit A, as amended by Addendum # 1, dated August 24, 2010, and Addendum # 2, dated August 31, 2010, also contained within Exhibit A.

3.2 Term of Agreement. This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the Board of County Commissioners, or designee. The initial Agreement term is thirty-six (36) months, and the Agreement shall remain in effect until completion of the expressed and/or implied warranty period. The Agreement prices shall prevail for the full duration of the initial Agreement term.

Article 4. Payment

4.1 The COUNTY shall pay CONTRACTOR to complete the Scope of Services in accordance with the rates set forth in CONTRACTOR's Pricing Section, attached hereto and incorporated herein as Exhibit B.

4.2 CONTRACTOR shall submit invoices to the COUNTY's designated representative after each individual month's work has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the COUNTY at the time the items were delivered and accepted. Submittal of these monthly invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the work being completed.

4.3 All invoices shall contain the RFP and/or purchase order number, date and location of delivery or service, a detailed description of the services provided, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and this Agreement may be terminated.

4.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.5 Other than the expenses set forth in Exhibit B, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. Special Terms and Conditions

5.1 Other Vendors. The CONTRACTOR shall coordinate, cooperate, and work with any other vendors retained by the COUNTY.

5.2 Materials.

A. Compliance with Governmental Standards. All items to be purchased under this contract shall be in accordance with all governmental standards, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

B. Warranty of Merchantability. The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the COUNTY by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

C. Materials May be Maintenance Certified. The COUNTY hereby agrees that materials supplied by the CONTRACTOR in conjunction with this Agreement may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability, and carry a warranty equal to new products. In the event any of the materials supplied to the COUNTY by the CONTRACTOR are found to be defective or do not conform to specifications, the COUNTY reserves the right to either (1) cancel the order and return such materials to the CONTRACTOR at the CONTRACTOR's expense; or (2) require the CONTRACTOR to replace the materials at the CONTRACTOR's expense. The CONTRACTOR's supplier of maintenance certified equipment should be easily identifiable to the COUNTY.

5.3 Addition/Deletion of Facilities.

A. Addition of Facilities. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. The CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY's discretion.

B. Deletion of Facilities. Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility(ies) when such service is no longer required during the Agreement term upon fourteen (14) calendar days written notice to the CONTRACTOR.

5.4 Acceptance of Services. The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or to initiate corrective action on the part of the CONTRACTOR. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause, and the COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or this Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

5.5 Correction of Deficiencies and Defects. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the Agreement regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY's designated representative, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed

to the satisfaction of the COUNTY within ten (10) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, **the COUNTY shall assess a \$55.00 damages fee for each additional reinspection and/or** place the CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the Agreement for default.

5.6 Work Orders. The COUNTY's authorized representative shall generate and issue a Work Order for each project to be performed under this Agreement. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall also include a cost estimate calculated by the COUNTY for the work listed on the Work Order. This estimate shall be based on the unit or other pricing established in the Agreement. For purposes of identification and payment, the Work Order shall be numbered and dated. The preliminary Work Order describing the description of work and cost estimates shall be issued to the CONTRACTOR. The CONTRACTOR shall be required to supply the COUNTY's authorized representative with a written price offer within a time frame specified by the COUNTY. The price offer shall be evaluated and, if appropriate, accepted; provided that the price does not exceed the dollar estimate calculated by the COUNTY. The CONTRACTOR's name shall then be entered on the Work Order and that order will then be issued to the CONTRACTOR. The Work Order shall also direct the CONTRACTOR to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

5.7 Key Contractor Personnel. In signing this Agreement, the CONTRACTOR is representing that its personnel shall be available to perform the services described for the COUNTY, barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR wishes to substitute personnel for those listed in the CONTRACTOR's Technical Proposal, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event substitute personnel is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause. **All employees, subcontractors, and representatives of the CONTRACTOR that will be on COUNTY property shall be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The CONTRACTOR will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" shall be supplied to the COUNTY's designated representative prior to any work starting.**

5.8 Permits and Fees. The CONTRACTOR is responsible for ensuring that all licenses and permits required for this project are obtained, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. All fees are to be paid by the CONTRACTOR. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees shall be borne by the CONTRACTOR.

5.9 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed. The COUNTY shall be liable only for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The COUNTY shall be the sole judge of 'reasonable costs.'

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The CONTRACTOR will be notified by letter of the COUNTY's intent to terminate, but the 30-day advance notice requirement is waived in the event of termination for cause, and the COUNTY may procure the required goods and/or services from any source, and use any method, deemed in its best interest. All re-procurement costs shall be borne by the CONTRACTOR. In the event of termination for cause, the COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate COUNTY ordinances, resolutions and/or administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

5.10 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the

CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

5.11 Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements, and the CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits and coverage:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR's employees are injured,

CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, and the Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or

eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xiv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of this Agreement for default.

(xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

5.12 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind arising out of, relating to or resulting from the performance of the CONTRACTOR's duties set forth in this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals, subcontractors or representatives. The CONTRACTOR shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as provided herein.

5.13 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

5.14 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. If applicable, the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.16 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.17 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records requests and shall provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this solicitation and contract shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable, and the CONTRACTOR will not be eligible for any compensation.

5.18 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.19 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.20 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

5.21 Bonding Requirement. An annual performance bond for the total annual amount of the Agreement shall be required from the CONTRACTOR and shall be extended or otherwise continued throughout the term and life of this Agreement. The CONTRACTOR shall be responsible for all costs associated with the performance bond.

5.22 Clean-Up. All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed upon with the associated user department's project manager.

5.23 Minimum Wages. Under this Agreement, the wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

5.24 Omission from the Specifications. The apparent silence of this Agreement and its Exhibits regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

5.25 Risk of Loss.

A. The CONTRACTOR assumes the risk of loss of damage to the COUNTY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

B. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

5.26 Liquidated Damages. The COUNTY and the CONTRACTOR recognize that the COUNTY will suffer financial loss if the elevators are not maintained and kept in good running order. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each item that is not performed per the list of requirements set forth below. All work shall be considered to be completed on the date the work is deemed complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY's actual damages at the time of contracting if the CONTRACTOR fails to respond or meet the requirements set forth below. These damages will be billed directly to the CONTRACTOR or deducted from the next monthly payment. The Liquidated Damages shall be as follows:

Missing scheduled appointments	\$70.00	each appointment
Failure to respond to emergency calls	\$250.00	per day
Late to emergency calls	\$36.00	per hour
Inspected unacceptable workmanship	\$55.00	each inspection
• (See section 5.5 of this Agreement)		
Elevator inoperable for more than	\$250.00	per day

72 consecutive hours

Undocumented State inspection failures	All Reinspection Fees Assessed by the State	
Failure to pass all State re-inspections • (within 30 days of initial inspection)	\$250.00	per day
Failure to provide any and all required documentation or Reports	\$75.00	per day

5.27 Administrative Reports. Consistent with the administrative needs of the COUNTY, certain relevant data regarding purchases of goods and/or services under COUNTY contracts is to be gathered and maintained. Accordingly, CONTRACTOR is to provide reports to the COUNTY as to the nature of the goods and/or services purchased from them by the COUNTY as specified in the Scope of Services. The reports shall include all requirements per the Scope of Services. The reports are to be submitted in writing to:

Lake County Facility Administration
Attn: Don Glessner
315 West Main Street
PO Box 7800
Tavares, FL 32778
(352) 742-6516 or (352) 742-6507

Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

5.28 Charges for Emergency Service. CONTRACTOR shall provide the COUNTY a twenty-four (24) hour point of contact, to include name and phone number. The CONTRACTOR shall provide the COUNTY with the name and cell phone number for the mechanic that will be on-site doing preventative maintenance and repair work. **CONTRACTOR shall respond to emergency calls within a maximum of three (3) hours. Response time shall be within one (1) hour by phone to the COUNTY designated representative and CONTRACTOR shall be on-site within two (2) hours after telephone contact. Failure to respond to emergency calls will result in a damages fee of \$250.00 and/or termination of this Agreement.** An extra charge, if applicable, will be allowed for emergency calls.

5.29 Patents and Royalties.

A. The CONTRACTOR, without exception, shall indemnify and hold harmless the COUNTY, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or

article provided by the CONTRACTOR. The CONTRACTOR has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the CONTRACTOR or is based solely and exclusively upon the COUNTY's alteration of the article. The COUNTY will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CONTRACTOR may, at its option and expense, procure for the COUNTY the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONTRACTOR and receive full reimbursement of all monies paid to the CONTRACTOR). If the CONTRACTOR uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The CONTRACTOR will defend, at its own expense, any action brought against the COUNTY to the extent that it is based on a claim that the article supplied by the CONTRACTOR under the contract infringes a patent, industrial design, or any other similar right, and the CONTRACTOR will pay any costs and damages finally awarded against the COUNTY in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following: the CONTRACTOR will be notified promptly in writing by the COUNTY of any notice of such claim received by the COUNTY, and the CONTRACTOR will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

5.30 Service Facilities. Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract. The COUNTY reserves the right to perform an inspection of these service facilities at any time during the term of the Agreement.

5.31 Limited Contract Extension to Maintain Service Levels. It is hereby agreed and understood that this Agreement may be extended for an additional thirty (30) day transitional period after the stated expiration date of the Agreement including any Agreement extensions exercised under the initially established option period terms of the Agreement. During this transitional period the CONTRACTOR agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the COUNTY at the same prices. If the CONTRACTOR is supplying equipment in conjunction with this Agreement, the CONTRACTOR agrees to retain the equipment at the designated COUNTY premise for an additional thirty (30) calendar days after the current expiration of the Agreement; at which time the equipment shall be removed from the premises. The CONTRACTOR shall be allowed to invoice the affected COUNTY department for this additional period on a prorated basis.

5.32 Renewal. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for one (1) additional three (3) year period. Prior to completion of each exercised Agreement term, the COUNTY may consider an adjustment to price based on changes in the following pricing indexes published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage, Earnings and Benefits Calculators. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted:

6.10 The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Skyline Elevators
Attn: Peter P. Orsaeo
Sales & Service Manager
11306 Bay Lake Rd.
Groveland, Florida 34736

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibit:


Exhibit A	Scope of Services
Exhibit B	Pricing Section

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the _____ day of _____, 2011 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

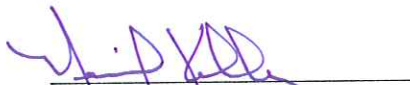
CLAYCO, INC. d/b/a SKYLINE
ELEVATORS

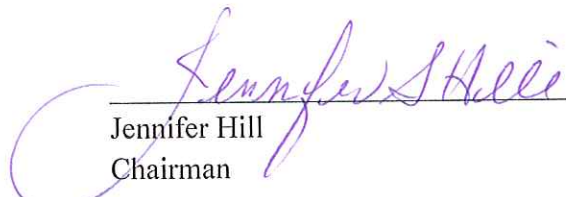

Name: MARCIA SMITH BELL
Title: PRESIDENT

This 5 day of JANUARY, 2011.

COUNTY

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Jennifer Hill
Chairman

This 31 day of JANUARY, 2011.

Approved as to form and legality:

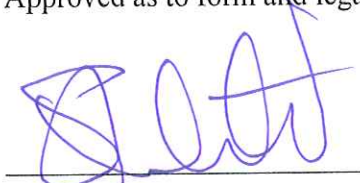

SANFORD A MINKOFF
County Attorney

EXHIBIT A SCOPE OF SERVICES

The purpose of this solicitation is to select a qualified vendor to provide the total responsibility of full maintenance and repair services, portal to portal, including trip charges to the twenty four (24) elevator/wheelchair lift systems located throughout the County. The vendor shall assume all responsibility for services, maintenance, repairs, costs (all) and including the liability or exposure to claims in the event of accidents or injuries required to keep the elevator systems operating safely and efficiently.

The location, type and number of elevators/wheelchair lifts are as follows:

Lake County Facilities	Elevator Information ID Number
County Administration Building (CAB) 315 W. Main Street, Tavares, FL	5 landing - traction #24115, #24116 2 landing - electric/hydraulic wheelchair #61438, #94567
Detention Center 551 W. Main Street, Tavares, FL	3 landing - hydraulic #45172, #45173, #45174, #45175 2 landing - hydraulic #45176, #45177, #45178
Historical Courthouse (HCH) 317 W. Main Street, Tavares, FL	6 landing - hydraulic #51646 4 landing - hydraulic #51647
Judicial Center (JC) 550 W. Main Street, Tavares, FL	4 landing - hydraulic #45797, #45814 3 landing - hydraulic #46100
Parking Garage 200 N. Sinclair Avenue, Tavares, FL	8 landing - traction #96687, #96688, #96689
Public Defender (PD) 123 N. Sinclair Avenue, Tavares, FL	2 landing - hydraulic #54361
Sheriff's Administration Building (SAB) 360 Ruby Street, Tavares, FL	4 landing - hydraulic #49752 4 landing - traction #06572
North Lake Community Park 40730 Roger Giles Rd	2 landing - electric/hydraulic wheelchair #95117
Tax Collector / Property Appraiser 330 W. Main Street, Tavares, FL	2 landing - hydraulic #66321

Elevator repair shall be on a twenty-four (24) hours per day, seven (7) days per week basis. Under no circumstances shall any shutdown or breakdown last longer than seventy-two (72) hours, including Saturday, Sunday and holidays. This shall include troubleshooting, procuring parts, installing parts, and placing the elevator back in safe uninterrupted operation. The vendor's inability to obtain parts, technical and/or engineering advice, etc. shall not be acceptable, and the vendor may be considered in default, giving sufficient justification to the County to obtain these services from a vendor who can provide uninterrupted elevator service. The County may take over the work and perform it to completion by contract or otherwise, and the vendor and sureties shall be liable to the County for any additional cost incurred before the termination of the contract.

Maintenance Repairs:

- A. The vendor shall perform monthly inspections and any and all preventative maintenance on each of the elevators, machine rooms, hoistways, and pits listed under this contract to ensure the elevator system is operating safely and efficiently and that the elevator system is both mechanically and aesthetically acceptable. The monthly inspections and preventative maintenance shall be completed and documented regardless of repair work that may have been done or is scheduled to be done. The vendor shall give twenty-four (24) hours notice to the County's designated representative prior to making preventative maintenance visits. Working schedules shall be prepared with coordination of the County representative and the awarded vendor.
- B. The vendor shall make all repairs, including labor and materials, necessary due to normal wear and tear at their own expense. The County shall pay for repairs due to abuse or misuse and shall retain the right to obtain competitive prices for repairs of this nature. The Vendor shall notify the County in advance of such needed repairs and shall provide a written estimate of cost.
- C. The monthly inspections and preventative maintenance shall include examination, lubrication, adjustment, cleaning, and, if conditions or usage warrant, supplying, repairing and replacing of all parts of every description made necessary by wear and tear at the vendor's expense including, but not limited to the following:
 - o Elevator, pump, motor, plunger, plunger packing v-belts, strainers, valves, regulators, controllers including relays, contacts, timers, coils, magnet frames and control wiring.
 - o Controllers, selectors, and dispatching equipment, relays, solid state components, transducers, resistors, condensers, power amplifiers, transformer, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps and position indicating equipment.
 - o Repair door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, repair replace traveling cable, and emergency car lighting.
 - o Hoistway door interlocks and hangers, all door guides, including bottom, auxiliary door closing devices, tracks, car door contacts, and door protective devices, all door guides, car and corridor operating stations, car fan, alarm bell and buffers.
 - o Replace all wire ropes as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or code warrants, equalize the tension on hoisting ropes, re-socket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.
 - o Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake, brake pulleys, brake coils, contacts, linings, and component parts.
 - o Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.

- o Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, and compensating sheave assemblies.
 - o Pump, pump motors, operating valves, valve motors, leveling valves, plunger packing's, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks
 - o Cleaning and lubricating guide rails, except when roller type guides or dry gibs are involved, no rail lubrication shall be used. When necessary, the vendor shall renew the guide shoe gibs or rollers as required to insure smooth and quiet operation
 - o Re-lamping of all signals and lights in the elevator car, machine room, hoistway, etc
 - o Keeping the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- D. The vendor shall have the capability of programming and/or re-programming the elevators wheel lifts as needed to maintain continuous operation.
- E. The vendor shall provide the County with an itemized report of all preventative maintenance work performed each day. The report shall include a checklist of all buildings and elevators visited, items inspected, readings taken, and all tasks performed for each piece of equipment. The report shall be legible and shall be dropped off at a designated location prior to the close of the business day (5:00 p.m.). Additionally, the vendor shall send a detailed report of all inspections preventative maintenance and all service/repair visits by e-mail in PDF format to the County's designated representative's by e-mail at the end of each month. If the vendor fails to provide the required reports the County may terminate the contract for default.
- F. The vendor shall provide the County with a condition survey of each elevator forty five (45) days after the issuance of a notice to proceed and once a year thereafter. This survey shall be e-mailed to the County's designated representative. The survey shall include all details as they pertain to the mechanical, structural, and aesthetic conditions of each elevator, machine room, hoistway, and pit. It should also include a detailed assessment of necessary upgrades, modifications, and/or modernization needs along with pricing that the County can use for budgetary purposes.
- G. The vendor shall be responsible for monthly testing of the Firefighter's Service, Phase I recall and Phase II operation to assure that the system is maintained and in proper working order. A written record of findings on the operation shall be made and kept in the appropriate elevator machine room.
- H. The vendor shall maintain an inventory of spare replacement parts in their warehouse. The inventory shall include, but not be limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, rollers, hoistway limit switches, guide rails, guide shoes, conductor cables, safety devices, plungers, pumps, operating valves, including all component parts of these items, where applicable. All replacement parts and materials shall function properly in the elevators on which they

are to be used. The vendor shall provide for replacement parts from the original manufacturer's parts; substitute parts may be utilized on approval of the County designated representative. The vendor shall also neatly maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping cloths, and other minor parts in each elevator machine room for the performance of routine preventive maintenance.

General Instruction: Maintenance

- A. Services shall be made in accordance with the Florida Building Code, adopted by rule 9B-3.047, Florida Administrative Code - Elevators Chapter 30, Sections 3001-3004. The vendor shall maintain all equipment under this contract in first class operating condition to comply with all requirements of the latest editions of ASME A17.1 (Safety Code for Elevators and Escalators), ASME A17.3 (Elevator and Escalator Code Requirements for Alterations, Maintenance and Existing Installation); the latest edition of Florida Accessibility Code as it relates to elevators and escalators, and all applicable laws, regulations, ordinances, codes, etc. The ANSI/ASME codes and Inspector's manual shall be used as a guide to establish that the equipment is operating safely.
- B. The vendor shall coordinate all required State inspections with the County's selected State Certified Elevator Inspector and the County's designated representative. The vendor shall provide fourteen (14) days notice to the County's designated representative prior to inspections.
- C. The vendor shall provide preventative maintenance, repair, and inspection to all elevators prior to the State inspections. The vendor shall provide, in writing, a detailed report of any items that cannot be repaired prior to the State inspection. The vendor shall be responsible for all reinspection fees not documented prior to the State inspection.
- D. The vendor shall ensure that all violations are corrected and reinspection is completed within 30 days.
- E. The vendor shall be aware of the highly corrosive effects of hydrogen sulfide that is present at some locations. Vendors shall provide corrosion resistant protective coatings where on equipment as part of any repairs or maintenance when needed.
- F. The vendor will be responsible for all costs for repairs due to failure to provide preventative maintenance.
- G. The vendor will be responsible for the disposal of all hazardous waste materials that are a result of maintenance or repair work performed by the vendor or his employees.
- H. Any condition found affecting the immediate safety of the passengers or elevator equipment shall be reported promptly to the County's designated representative and corrective actions shall be taken without delay.
- I. It is the responsibility of the vendor to maintain machine rooms, car tops, and elevator pits and shall keep all areas free of extraneous materials, grease, dirt, trash, and debris. All areas shall remain clean and neat.
- J. The vendor shall maintain the efficiency, safety, and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications or by code requirements.

- K. The vendor shall be responsible for all costs, including State reinspection fees, for repairs due to the Vendor's failure to provide preventative maintenance.

Scheduling of Work:

- A. Inspection and maintenance of elevator systems shall be accomplished during normal operating business working hours. Operating hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. No inspections or maintenance shall be done on Saturdays, Sundays or County holidays unless otherwise mutually agreed upon by both parties at no additional cost to the County.
- B. All maintenance shall be scheduled through the Lake County Facilities designated representative at (352) 742-6516 or (352) 742-6507.
- C. Any major shutdowns for preventative maintenance and/or repair work shall be coordinated through the Lake County designated representative. In the event the Lake County Facilities designated representative requests preventative maintenance or major repairs to be performed after normal working hours, weekends or recognized holidays of the elevator trade, compensation will be worked out between the vendor and the designated representative before services commence.
- D. All invoices shall be sent to: Lake County Facility Administration
PO Box 7300
Tavares, FL 32778-7300
- E. Abuse and misuse repair, upgrade, modification, and modernization hours paid under this contract shall be the only productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of vendor owned or rented equipment is not chargeable directly but is overhead and the cost shall be included in the fixed hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, insurance, profit and the cost of equipment that is normal and necessary tools of the trade.



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE (352) 343-9839
FAX (352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: August 24, 2010
RFP Number 10-0822

Full Elevator Maintenance and Repair Services

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.

Change Section 1.4: to:

Section 1.4: Site Visits (Recommended)

A non mandatory elevator site tour will be held on September 8, 2010 at 9:00am. The tour will start in the Procurement Services conference room, 315 W Main St, Suite 416, Tavares, FL 32778.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available. Questions concerning the scope of services or special terms and conditions may be asked first, and then the tour will begin.

The Facilities Department contact for this project will be Jim Condon and he can be reached at 352.267.9519 or email jcondon@lakecountyfl.gov.

New bid opening date is now September 22, 2010 @ 3:00pm.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
ELAINE RENICK

DISTRICT THREE
JIMMY CONNER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON G. CADWELL



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 415
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9639
FAX: (352) 343-9477

www.lakegovernment.com

ADDENDUM NO. 2

Date: August 31, 2010
RFP Number 10-0822

Full Elevator Maintenance and Repair Services

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.

New Mailing address:

The Lake County Mail Receiving Center will be moving from its current location at 416 W Main St Tavares, FL 32778 to its new location at 32400 County Road 473 Leesburg, FL 34788 effective September 1, 2010.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
BLAINE RENCK

DISTRICT THREE
JIMMY CONNER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON C. CADWELL

EXHIBIT B

Pricing includes monthly repairs, maintenance, permits, fees, and required inspections for all elevators, including material and labor, listed in this solicitation. All costs to be portal to portal, including all trip charges.

Facility (See Section 2, Scope of Services for numbers and types of elevators and wheelchair lifts at each facility.	Cost per Month	Months per Year	Cost per Year
County Administration Building (CAB) 315 W. Main Street, Tavares, FL	\$ 392.00	12	\$ 4,704.00
Detention Center 551 W. Main Street, Tavares, FL	\$ 600.00	12	\$ 7,200.00
Historical Courthouse (HCH) 317 W. Main Street, Tavares, FL	\$ 226.00	12	\$ 2,712.00
Judicial Center (JC) 550 W. Main Street, Tavares, FL	\$ 334.00	12	\$ 4,008.00
Parking Garage 200 N. Sinclair Avenue, Tavares, FL	\$ 459.00	12	\$ 5,508.00
Public Defender (PD) 123 N. Sinclair Avenue, Tavares, FL	\$ 83.00	12	\$ 996.00
Sheriff's Administration Building (SAB) 360 Ruby Street, Tavares, FL	\$ 250.00	12	\$ 3,000.00
North Lake Community Park 40730 Roger Giles Rd	\$ 63.00	12	\$ 756.00
Tax Collector / Property Appraiser 320 W. Main Street, Tavares, FL	\$ 83.00	12	\$ 996.00

Total per year \$ 29,880.00

Provide the hourly rates for abuse or misuse repairs, upgrades, modifications, and modernization as follows:

	Estimated Hours	Unit Price		Total Cost
Mechanic Services (beyond monthly contract) during business hours.	4	\$ 160.00	/ hour	\$ 640.00
Mechanic Services (beyond monthly contract) after regular business hours noted.	4	\$ 240.00	/ hour	\$ 960.00
Helper Services (beyond monthly contract) during business hours.	4	\$ 90.00	/ hour	\$ 360.00
Helper Services (beyond monthly contract) after regular business hours noted.	4	\$ 135.00	/ hour	\$ 540.00

Provide a cost for abuse or misuse, upgrades, modifications, and modernization materials:
Material to be supplied at cost plus 10 % mark-up.